

A. G. Contract No. KR94-1817-TRN  
ECS File No.: JPA 94-131  
Project: 095 LA 143/H3286 01C  
Section: SR-95 ADA Ramps

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF PARKER

THIS AGREEMENT is entered into 8 December, 1994,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
TOWN OF PARKER, acting by and through its MAYOR and TOWN  
COUNCIL (the "Town").

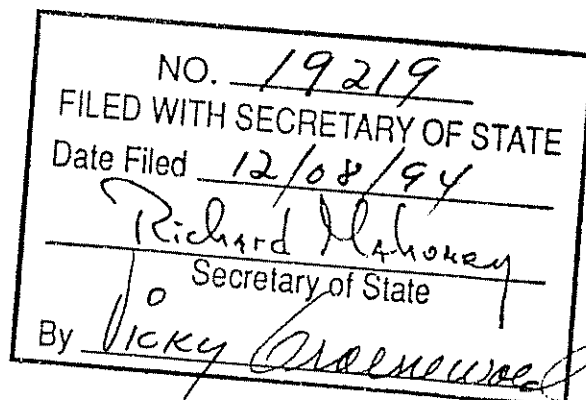
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the Town.

3. Incident to an improvement project to State Route 95  
in the Town contemplated by the State, it is appropriate to  
construct improvements on sidewalks along SR-95 which will  
provide improved handicapped access to pedestrian facilities,  
or remove barriers which may impede the disabled, at an  
estimated cost of \$71,000.00, all at State expense, hereinafter  
referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:



## II. SCOPE OF WORK

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate Town review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion, approve and accept the Project on behalf of the parties.

### 2. The Town will:

a. Review the design documents and provide comments. Be responsible for any contractor claims for extra compensation attributable to the Town.

b. Upon completion and acceptance of the Project by the State, provide maintenance to the Project pedestrian facilities, all in accordance with that certain maintenance agreement filed with the Secretary of State No. 5007, dated 15 January 1979, which is attached hereto and made a part hereof.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Town of Parker  
Town Manager  
Box 609  
Parker, AZ 85344

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

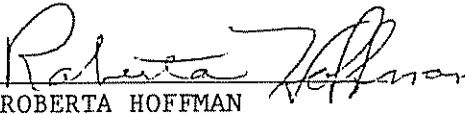
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

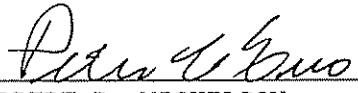
TOWN OF PARKER

STATE OF ARIZONA

Department of Transportation

5.

By   
ROBERTA HOFFMAN  
Mayor

By   
ROBERT P. MICKELSON  
FOR Chief Deputy State Engineer

ATTEST

By   
GEORGE KRUSE  
Town Clerk

JPA-79-15

NO. 5007.  
FILED WITH SECRETARY OF STATE  
Date Filed 7-15-79  
Secretary of State

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF PARKER

THIS AGREEMENT, entered into this 16th day of October, 1978, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and the TOWN OF PARKER, a municipal corporation, hereinafter called "TOWN."

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN OF PARKER is empowered by A.R.S. Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain Resolution attached hereto and incorporated herein as Exhibit "B" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN OF PARKER;

WHEREAS, it is to the mutual benefit of the STATE and the TOWN to enter into an agreement specifying their respective construction and maintenance responsibilities concerning certain State highway routes which are encompassed within the TOWN's System of Streets and which form necessary and convenient links in the State Highway System, which streets and highways are more particularly set forth and delineated upon the map attached hereto and incorporated herein as Exhibit "C."

NOW, therefore, the parties hereto mutually agree to the following:

1. Except as otherwise expressly provided in this Agreement, the STATE shall be responsible for the following maintenance and construction of betterments on those highways and streets delineated on Exhibit "C":

- a. Betterment or reconstruction of roadway, curbs, medians and channelization;
- b. Bridges and drainage; and
- c. Guardrails and fences; and
- d. Transportation permits, such as overweight, overwidths and overheight as prescribed by law; and
- e. Permits for highway right-of-way encroachments and use; and
- f. Resurfacing, resealing, construction and replacement of roadways; and
- g. Furnish and maintain all traffic control signs (except street name and parking signs), and lane, crosswalk and initial parking striping. Electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement.

2. Except as otherwise expressly provided in this Agreement, the TOWN shall have responsibility for and provide:

- a. Routine maintenance (including sweeping, cleaning and minor repairs) of roadway surface, sidewalks, curbs, medians and catch basins; and
- b. Maintenance of median landscaping (including water); provided that landscape maintenance covered by separate agreement will be by that agreement; and
- c. Street lighting and street lighting maintenance. Street or boulevard lighting may be installed only after approval of Permit Form 22-051. Street lighting will be installed consistent with good engineering practice so as not to interfere with or obstruct any signal or other traffic device. Maintenance consists of all repairs and replacement of equipment and includes energy charges; and

- d. Removal of sand, rock and other debris caused by slides or other unusual causes; and
- e. Parking striping (after initial installation); and
- f. Street name and parking signs.

3. Upon the annexation of any area by the TOWN which is traversed by any State highway, that length of such highway which is within the annexation boundaries shall become subject to the terms of this Agreement, and the TOWN shall furnish the STATE a revised map indicating the portion or portions of STATE's highway affected, which map shall be incorporated herein as an amendment to this Agreement.

4. Those certain regulations captioned "Authorized Position of Advertising Signs Along State Highway Right-of-Way" attached hereto and incorporated herein as Exhibit "D" shall be adhered to by the TOWN except, however, that the TOWN may enforce more restrictive regulations if authorized by law.

5. The STATE will defend all suits and claims made against it, its employees or officers arising out of its performance hereunder, including all costs thereof and will pay all compromises of claims or judgments rendered against the STATE or its employees and officers arising therefrom to the extent monies have been appropriated therefore.

The TOWN will defend all suits and claims made against it, its employees or officers arising out of its performance hereunder, including all costs thereof and will pay all compromises of claims or judgments rendered against the TOWN, or its employees and officers arising therefrom to the extent monies have been appropriated therefore.

In the event a claim is made or suit is filed against both the TOWN and the STATE, each party shall bear its own costs of investigation and defense but may share common costs and may contribute to settlement costs or payment of judgments but there shall be no right of contribution or indemnification in the event of joint or several judgments.

6. The TOWN shall, by appropriate policies of insurance, or through self-insurance programs, provide full liability and property damage coverage on all employees engaged in performing those duties herein agreed to be performed by the TOWN. Any such coverage shall include misfeasance, nonfeasance and malfeasance. The TOWN will maintain the insurance for the period of this Agreement.

7. The TOWN shall set aside sufficient funds to cover cost of fulfilling its responsibilities set forth in this Agreement.

8. As required by A.R.S. 28-641, the TOWN shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways during all maintenance operations conducted by the TOWN on State Highway right-of-way.

9. The terms, conditions and provisions of this Agreement shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto. This Agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

10. That this Agreement shall supersede all previous street maintenance agreements, except those Agreements for traffic control devices, safety illumination and roadside development.

11. That all work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the STATE.

12. That this Agreement shall be filed with the Secretary of the State and shall become effective on the date of such filing.

13. Attached hereto are Resolutions of the Department of Transportation (Exhibit "A") and the TOWN OF PARKER (Exhibit "B") authorizing both entities to enter into this Agreement; and a written determination by the Town Attorney of Parker (Exhibit "E") that this agreement is in proper form and within the powers and authority granted to the TOWN OF PARKER under the laws of this State.

IN WITNESS WHEREOF, the parties have executed this Agreement that day and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: *J. B. Mery*  
Title: Chief Deputy State Engineer

TOWN OF PARKER

By: *W. A. ...*  
Title: Mayor

ATTEST:

\_\_\_\_\_

STOP



EXHIBIT "A"

RESOLUTION

Be it resolved on this date, January 2, 1979,  
I, WILLIAM A. ORDWAY, the below undersigned Director,  
Department of Transportation, have determined that it is  
to be to the advantage of the State of Arizona that the  
Department of Transportation, acting by and through the  
Highways Division, and the TOWN OF PARKER, acting by and  
through its TOWN COUNCIL, enter into the Intergovernmental  
Agency Agreement for the purpose of entering in a  
Maintenance Agreement for certain highways which traverse  
the TOWN OF PARKER and request the TOWN to perform certain  
work and supply necessary materials required to maintain  
the specified highways in the manner specified in the  
attached Agreement.


  
WILLIAM A. ORDWAY, Director  
Department of Transportation

Exhibit "B"

STATE OF ARIZONA )  
                              : SS  
County of Yuma     )

I, M.Marge Hussen, Town Clerk,  
of the TOWN OF PARKER, ARIZONA, do hereby certify that the  
following is a true and correct extract of the minutes of  
the Town Council meeting held October 16, 1978.

In Witness Whereof, I have hereunto set my hand and  
affixed the Official Seal of the Town of Parker, Arizona.  
Done in Parker, Arizona this 16th day of October, 1978.

M. Marge Hussen

RESOLUTION NO. 269

1 A RESOLUTION OF THE TOWN OF PARKER, ARIZONA  
2 AUTHORIZING THE TOWN TO ENTER INTO AN INTER-  
3 GOVERNMENTAL AGENCY AGREEMENT WITH THE STATE  
4 OF ARIZONA IN REGARD TO THE MAINTENANCE OF  
5 CERTAIN HIGHWAYS.

6 WHEREAS, THE TOWN COUNCIL OF THE TOWN OF PARKER HAS DETERMINED THAT  
7 IT WOULD BE TO THE ADVANTAGE OF THE TOWN OF PARKER TO ENTER INTO A INTERGOVERN-  
8 MENTAL AGENCY AGREEMENT WITH THE STATE OF ARIZONA FOR THE PURPOSE OF EFFECTING  
9 A MAINTENANCE AGREEMENT FOR CERTAIN HIGHWAYS WHICH TRAVERSE THE TOWN OF PARKER.

10 NOW, THEREFORE BE IT RESOLVED THAT THE TOWN OF PARKER ACTING THROUGH  
11 ITS TOWN COUNCIL HAS DETERMINED THAT THE TOWN'S INTEREST IS SERVED BY ENTERING  
12 INTO THE INTER-GOVERNMENTAL AGENCY AGREEMENT WITH THE STATE OF ARIZONA FOR THE  
13 MAINTENANCE OF CERTAIN STATE HIGHWAYS WHICH TRAVERSE THE TOWN OF PARKER, HEREBY  
14 AUTHORIZE THE ENTERING INTO SAID INTER-GOVERNMENTAL AGREEMENT WITH THE STATE  
15 OF ARIZONA.

16 THIS RESOLUTION SHALL BECOME EFFECTIVE ON THE 16th DAY OF OCTOBER 1978

17 PASSED AND ADOPTED BY THE MAYOR AND THE COMMON COUNCIL OF THE TOWN  
18 OF PARKER, ARIZONA, THIS 16th DAY OF OCTOBER 1978.

19 APPROVED:

20 ATTEST:

21 H. Marge Husen  
22 H. MARGE HUSEN, TOWN CLERK

23 William Soder  
24 WILLIAM SODER, MAYOR

25 APPROVED AS TO FORM:

26 Robert Roberson  
27 ROBERT ROBERSON, ATTORNEY



OFFICE OF THE  
**Attorney General**

1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

John A. LaSota, Jr.  
~~XXXXXXXXXXXX~~  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

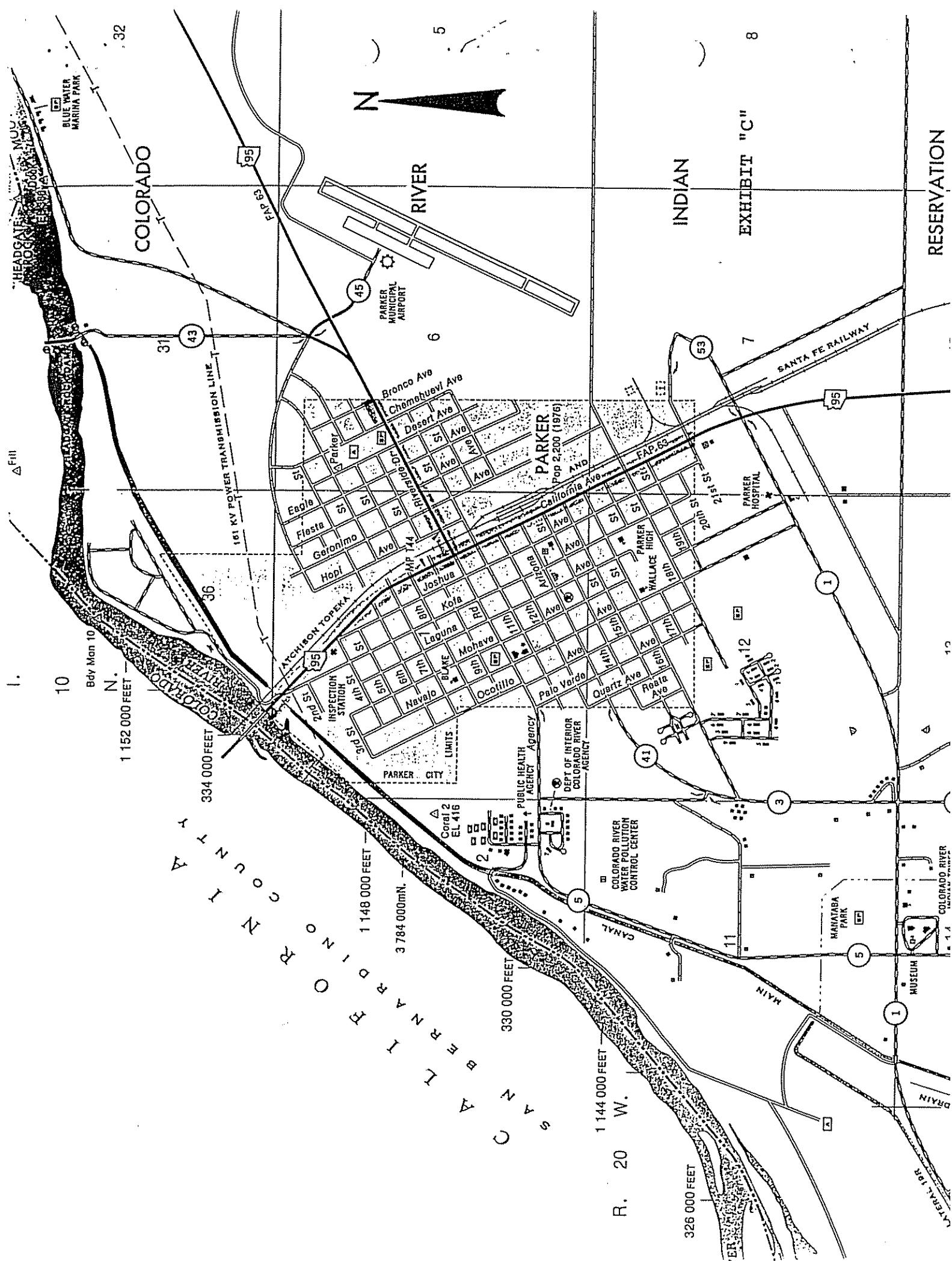
A. G. Contract No. 78-875 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said contract.

DATED this 17<sup>th</sup> day of November, 1978.

JOHN A. LaSOTA, JR.  
The Attorney General

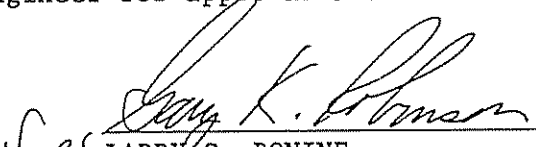
  
ALBERT MORGAN  
Assistant Attorney General



RESOLUTION

BE IT RESOLVED on this 21st day of July 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Parker for the purpose of defining responsibilities for the design, construction and maintenance of sidewalk pedestrian ramps at various locations on SR-95 in the Town.

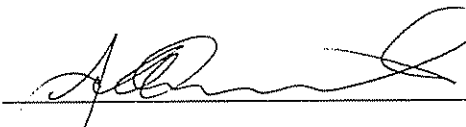
Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.

  
for, LARRY S. BONINE  
Director

APPROVAL OF THE PARKER TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF PARKER and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 4th day of October, 1994.

  
\_\_\_\_\_  
Town Attorney

RESOLUTION NO. 15-1994

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PARKER, LA PAZ COUNTY, ARIZONA AUTHORIZING THE TOWN OF PARKER TO ENTER INTO AGREEMENT: JPA 94-131, PARKER STREETS, SR-95, TRACS NO.: H328601C WITH THE STATE OF ARIZONA THRU ITS DEPARTMENT OF TRANSPORTATION

WHEREAS, the State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

WHEREAS, the Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

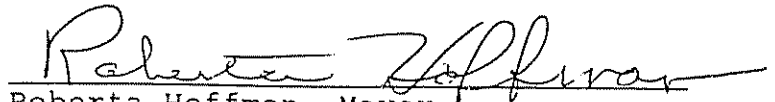
WHEREAS, incident to an improvement project to State Route 95 in the Town contemplated by the State, it is appropriate to construct improvements on sidewalks along SR-95 which will provide improved handicapped access to pedestrian facilities, or remove barriers which may impede the disabled, at an estimated cost of \$71,000.00, all at State expense, hereinafter referred to as the Project.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the Town of Parker, La Paz County, Arizona, as follows:

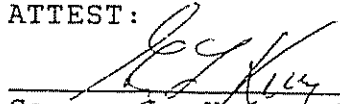
Authorizing the Town of Parker to enter into Agreement: JPA 94-131, Parker Streets, SR-95, TRACS No.: H328601C with the State of Arizona thru its Department of Transportation.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Parker, this 16th day of November, 1994.

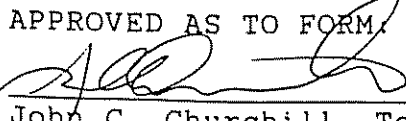
APPROVED:

  
Roberta Hoffman, Mayor

ATTEST:

  
George L. Kruse, Town Clerk

APPROVED AS TO FORM:

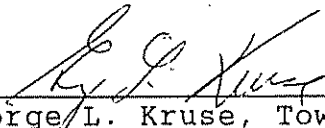
  
John C. Churchill, Town Attorney



CERTIFICATION

I, George L. Kruse, Town Clerk of the Town of Parker, County of La Paz, State of Arizona, do hereby certify that the attached and foregoing is a true, correct and accurate copy of Resolution 15-1994, passed and adopted at a regular meeting of the Common Council of the Town of Parker held on November 15, 1994, at which a quorum was present and voted in favor of said resolution.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 17th day of November 1994.

  
\_\_\_\_\_  
George L. Kruse, Town Clerk



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

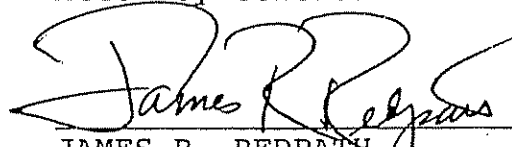
INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-1817-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 5th day of December, 1994.

GRANT WOODS  
Attorney General

  
\_\_\_\_\_  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8661G